EXHIBIT 1

OFFER SUMMARY

407 CHAIN BRIDGE ROAD
ARLINGTON, VIRGINIA 22207

Offering Price:	$3,600,000 – ALL CASH
Earnest Deposit:	$200,000
Closing Date:	Wednesday, January 9, 2013
Closing Company:	To Be Determined
Contingencies:	30 – day Feasibility Study Addenda Attached
Purchasers:	POTOMAC CBR, LLC
Selling Agent:	Mark Lowham mlowham@ttrsir.com +703.966.6949

W RUSSELL RAMSEY 05/12
NORMA G RAMSEY
[redacted]

1001
68-64/514 7811
5637977264

3 NOV 2012
Date

Pay to the Order of TTR Sotheby's International Realty $ 200,000.00

Two hundred thousand dollars exactly Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
Virginia
wellsfargo.com

For 407 CBR

[illegible]

[redacted]

TTR | Sotheby's International Realty

REGIONAL SALES CONTRACT

This SALES CONTRACT ("Contract") is made on November 8, 2012 ("Contract Date") between POTOMAC CBR, LLC ("Purchaser") and RICHARD J. HINDIN ("Seller") who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction Long and Foster Real Estate ("Listing Company") represents Seller, and TTR Sotheby's International Realty ("Selling Company") represents [x] **Purchaser** OR [ ] **Seller.** The Listing Company and Selling Company are collectively referred to as "Broker." (If the brokerage firm is acting as a dual representative for both Seller and Purchaser, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **REAL PROPERTY** Purchaser will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in the real property (with all improvements, rights and appurtenances) described as follows ("Property"):
   TAX Map/ID # 03-001-004 Legal Description: Lot(s) 2-B Block/Square ______
   Section ______ Subdivision or Condominium ______
   Parking Space(s) # ______ County/Municipality ______
   Deed Book/Liber # ______ Page/Folio # ______
   Street Address 407 Chain Bridge Road
   Unit # ______ City Arlington State VA Zip Code 22207

2. **JURISDICTIONAL ADDENDUM** The following Jurisdictional Addendum, if ratified and attached, is made a part of this Contract. Jurisdictional Addendum for [ ] DC [x] VA [ ] MD/County: ______
   [ ] Other: ______

3. **PRICE AND FINANCING**

   A. **Down Payment** $ 3,600,000.00

   B. **Financing**
      1. First Trust (if applicable) $ ______
      2. Second Trust (if applicable) $ ______
      3. Seller Held Trust $ ______
      Addendum attached (if applicable)

   TOTAL FINANCING $ ______

   SALES PRICE $ 3,600,000.00

   C. **First Deed of Trust** Purchaser will [ ] **Obtain** OR [ ] **Assume** a [ ] **Fixed** OR an [ ] **Adjustable** rate First Deed of Trust loan of the following type:

   [ ] **Conventional** See Addendum Attached
   [ ] **FHA** See Addendum Attached
   [ ] **VA** See Addendum Attached
   [ ] **Other:** ______
   [x] **This contract is not contingent on Financing.**

   D. **Second Deed of Trust** Purchaser will [ ] **Obtain** OR [ ] **Assume** a [ ] **Fixed** OR an [ ] **Adjustable** rate Second Deed of Trust loan.

   E. **Assumption Only** Assumption fee, if any, and all charges related to the assumption will be paid by the Purchaser. If Purchaser assumes Seller's loan(s): (i) Purchaser and Seller [ ] **will**, OR [ ] **will not** obtain a release of Seller's liability to the U.S. Government for the repayment of the loan by Settlement, (ii) Purchaser and Seller [ ] **will**, OR [ ] **will not** obtain substitution of Seller's VA entitlement by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

4. **DEPOSIT** Purchaser has delivered a deposit ("Deposit") to TTR Sotheby's International Realty ("Escrow Agent") of [x] $ 200,000.00 check and/or [ ] $ ______ by note due and payable on ______

The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) Credited toward the Sales Price at Settlement; (ii) All parties have agreed in writing as to its disposition; (iii) A court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) Disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Seller and Purchaser agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct.

5. **DOWN PAYMENT** The balance of the down payment will be paid on or before the Settlement Date by certified or cashier's check or by bank-wired funds. An assignment of funds shall not be used without prior written consent of Seller.

6. **SETTLEMENT** Seller and Purchaser will make full settlement in accordance with the terms of this Contract ("Settlement") on, or with mutual consent before, January 9, 2013 , ______ ("Settlement Date") except as otherwise provided in this Contract. Purchaser selects: To Be Determined ______ ("Settlement Agent") to conduct the Settlement. (For transactions in Virginia, use the Virginia Jurisdictional Addendum to select the Settlement Agent.) Either party may retain their own legal counsel. Purchaser agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement and to arrange for ordering the title exam and, if required, a survey.

7. **PROPERTY MAINTENANCE AND CONDITION** Except as otherwise specified herein, Seller will deliver the Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of [ ] Contract Date OR [ ] Date of home inspection OR [ ] Other: ______. Seller will have all utilities in service through Settlement or as otherwise agreed. Purchaser and Seller will not hold the Broker liable for any breach of this paragraph.

Purchaser acknowledges, subject to Seller acceptance, that this Contract may be contingent upon home inspection(s) and/or other inspections to ascertain the physical condition of the Property. If Purchaser desires one or more inspection contingencies, such contingencies must be included in an addendum to this Contract.

[x] This Contract is contingent upon home inspection(s) and/or other inspections. (Addendum Attached)

OR

[ ] Purchaser declines the opportunity to make this Contract contingent upon home inspection(s) and/or other inspections.

Purchaser acknowledges that except as otherwise specified in this Contract, the Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its AS-IS condition as of the date specified above.

8. **ACCESS TO PROPERTY** Seller will provide the Broker, Purchaser, inspectors representing Purchaser and representatives of lending institutions for Appraisal purposes reasonable access to the Property to comply with this Contract. In addition, Purchaser and/or Purchaser's representative will have the right to make a final inspection within 5 days prior to Settlement and/or occupancy, unless otherwise agreed to by Purchaser and Seller.

9. **UTILITIES** WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING (Check all that apply)

Water Supply:	[x] Public	[ ] Private Well	[ ] Community Well	
Sewage Disposal:	[x] Public	[ ] Septic for # BR ______	[ ] Community Septic	[ ] Alternative Septic for # BR: ______
Hot Water:	[ ] Oil	[x] Gas	[ ] Elec.	[ ] Other ______

Air Conditioning:	☐ Oil	☐ Gas	☒ Elec.	☐ Heat Pump	☐ Other ______	☐ Zones ______
Heating:	☐ Oil	☒ Gas	☐ Elec.	☐ Heat Pump	☐ Other ______	☐ Zones ______

10. **PERSONAL PROPERTY AND FIXTURES** The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. If more than one of an item convey, the number of items is noted.
The items marked YES below are currently installed or offered.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
☐	☐	____	Alarm System	☐	☐	____	Freezer	☐	☐	____	Satellite Dish
☐	☐	____	Built-in Microwave	☐	☐	____	Furnace Humidifier	☐	☐	____	Storage Shed
☐	☐	____	Ceiling Fan	☐	☐	____	Garage Opener	☐	☐	____	Stove or Range
☐	☐	____	Central Vacuum	☐	☐	____	w/ remote	☐	☐	____	Trash Compactor
☐	☐	____	Clothes Dryer	☐	☐	____	Gas Log	☐	☐	____	Wall Oven
☐	☐	____	Clothes Washer	☐	☐	____	Hot Tub, Equip, & Cover	☐	☐	____	Water Treatment System
☐	☐	____	Cooktop	☐	☐	____	Intercom	☐	☐	____	Window A/C Unit
☐	☐	____	Dishwasher	☐	☐	____	Playground Equipment	☐	☐	____	Window Fan
☐	☐	____	Disposer	☐	☐	____	Pool, Equip & Cover	☐	☐	____	Window Treatments
☐	☐	____	Electronic Air Filter	☐	☐	____	Refrigerator	☐	☐	____	Wood Stove
☐	☐	____	Fireplace Screen/Door	☐	☐	____	w/ ice maker				

OTHER AS PER ATTACHED DISCLOSURES

LEASED ITEMS Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT** convey absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

11. **FINANCING APPLICATION** If this Contract is contingent on financing, Purchaser will make written application for the Specified Financing and any lender required property insurance no later than 7 days after the Date of Ratification. Purchaser grants permission for the Selling Company and the lender to disclose to the Listing Company and the Seller general information available about the progress of the loan application and loan approval process. If Purchaser fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply. Seller agrees to comply with reasonable lender requirements, except as otherwise provided in the LENDER REQUIRED REPAIRS paragraph of the applicable financing contingency addendum.

12. **ALTERNATE FINANCING** Purchaser may substitute alternative financing and/or an alternative lender for Specified Financing provided: (a) Purchaser is qualified for alternative financing; (b) there is no additional expense to Seller; (c) the Settlement Date is not delayed; and (d) if Purchaser fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.

13. **PURCHASER'S REPRESENTATIONS** Purchaser ☒ will, OR ☐ will not occupy the Property as Purchaser's principal residence. **Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property.** The Selling Company ☒ is, OR ☐ is not authorized to disclose to the Listing Company, Seller and any lender the appropriate financial or credit information statement provided to the Selling Company by Purchaser. Purchaser acknowledges that Seller is relying upon all of Purchaser's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker or the lender by Purchaser.

14. **TERMITE INSPECTION** The [X] **Purchaser at Purchaser's expense** OR [ ] **Seller at Seller's expense**, will furnish a written report from a pest control firm dated not more than 30 days prior to Settlement showing that all dwelling(s) and/or garage(s) within the Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible evidence of active termites and other wood-destroying insects, and free from visible insect damage. Any extermination and repairs for damage identified in the inspection report will be made at Seller's expense.

15. **DAMAGE OR LOSS** The risk of damage or loss to the Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the deed of conveyance to Purchaser at Settlement.

16. **TITLE** The title report and survey, if required, will be ordered promptly and, if not available on the Settlement Date, then Settlement may be delayed for up to 10 business days to obtain the title report and survey after which this Contract, at the option of Seller, may be terminated and the Deposit will be refunded in full to Purchaser according to the terms of the DEPOSIT paragraph. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by Purchaser. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any; otherwise, Purchaser may declare this Contract void, unless the defects are of such character that they may be remedied within 30 Days beyond the Settlement Date. In case action is required to perfect the title, such action must be taken promptly by Seller at Seller's expense. The Broker is hereby expressly released from all liability for damages by reason of any defect in the title. Seller will convey the Property by general warranty deed with English covenants of title (Virginia); general warranty deed (West Virginia); special warranty deed (D.C. and Maryland) ("Deed"). Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lenders. The manner of taking title may have significant legal and tax consequences. Purchaser is advised to seek the appropriate professional advice concerning the manner of taking title. Unless otherwise agreed to in writing, Seller will pay any special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date.

17. **POSSESSION DATE** Unless otherwise agreed to in writing between Seller and Purchaser, Seller will give possession of the Property at Settlement, including delivery of keys, if any. If Seller fails to do so and occupies the Property beyond Settlement, Seller will be a tenant at sufferance of Purchaser and hereby expressly waives all notice to quit as provided by law. Purchaser will have the right to proceed by any legal means available to obtain possession of the Property. Seller will pay any damages and costs incurred by Purchaser including reasonable attorney fees.

18. **FEES** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided), survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Purchaser, Purchaser's legal fees and any other proper charges assessed to Purchaser will be paid by Purchaser. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording, Transfer and Grantor's Taxes are covered in the appropriate jurisdictional addenda).

19. **BROKER'S FEE** Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") at Settlement as set forth in the listing agreement and to disburse the compensation offered by the Listing Company to the Selling Company in writing as of the Contract Date, and the remaining amount of Broker's compensation to the Listing Company.

20. **ADJUSTMENTS** Rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the day of Settlement. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Purchaser, unless leased. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that

recorded assessments for improvements completed prior to Settlement, whether assessments have been levied or not, will be paid by Seller or allowance made at Settlement. If a loan is assumed, interest will be adjusted to the Settlement Date and Purchaser will reimburse Seller for existing escrow accounts, if any.

21. ATTORNEY'S FEES

A. If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more parties is a "Substantially Prevailing Party", in which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto.

B. In the event a dispute arises resulting in the Broker (as used in this paragraph to include any agent, licensee, or employee of the Broker) being made a party to any litigation by the Purchaser or by the Seller, the Parties agree that the Party who brought the Broker into litigation shall indemnify the Broker for all of its reasonable Legal Expenses incurred, unless the litigation results in a judgment against the Broker.

22. PERFORMANCE Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

23. DEFAULT If Purchaser fails to complete Settlement for any reason other than Default by Seller, at the option of Seller, the Deposit may be forfeited as liquidated damages (not as a penalty) in which event Purchaser will be relieved from further liability to Seller. If Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of Purchaser's liability in the event of a Default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Purchaser, the Broker may accept and Seller agrees to pay the Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement). If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Purchaser, Purchaser will have the right to pursue all legal or equitable remedies, including specific performance and/or damages. If either Seller or Purchaser refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including, without limitation, reasonable attorney's fees, incurred by the other party in the litigation. Seller and Purchaser agree that no Escrow Agent will have any liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except only in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that Seller and Purchaser each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct. If either Purchaser or Seller is in default, then in addition to all other damages, the defaulting party will immediately pay the costs incurred for the title examination, Appraisal, survey and the Broker's Fee in full.

24. OTHER DISCLOSURES **Purchaser and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. The Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Purchaser and Seller are further advised to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters.** The following provisions of this paragraph disclose some

matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the following disclosures:

A. **PROPERTY CONDITION** Various inspection services and home warranty insurance programs are available. The Broker is not advising the parties as to certain other issues, including without limitation: water quality and quantity (including but not limited to, lead and other contaminants); sewer or septic; soil condition; flood hazard areas; possible restrictions of the use of the Property due to restrictive covenants, zoning, subdivision, or environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including but without limitation flame retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, Defective Chinese drywall, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

B. **LEGAL REQUIREMENTS** All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing for such changes to be enforceable.

C. **FINANCING** Mortgage rates and associated charges vary with financial institutions and the marketplace. Purchaser has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract. The financing may require substantial lump sum (balloon) payments on the due dates. Purchaser has not relied upon any representations regarding the future availability of mortgage money or interest rates for the refinancing of any such lump sum payments.

D. **BROKER** Purchaser and Seller acknowledge that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. The Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, the Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.

E. **PROPERTY TAXES** Your property tax bill could substantially increase following settlement. For more information on property taxes contact the appropriate taxing authority in the jurisdiction where the Property is located.

F. **PROPERTY INSURANCE** Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective Purchaser. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.

25. **ASSIGNABILITY** This Contract may not be assigned without the written consent of Purchaser and Seller. If Purchaser and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.

26. **DEFINITION**

A. "Appraisal" means a written appraised valuation of the Property.
B. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
C. All reference to time of day shall refer to the time of day in the Eastern Time Zone of the United States.
D. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior business day.

E. "Date of Ratification" means the date of final acceptance in writing by Purchaser and Seller, of all the terms of this Contract (not the date of expiration or removal of any contingencies).
F. For "Delivery" and "Notices" definitions, see appropriate Jurisdictional Addendum.
G. "Specified Financing" means the loan type(s) and amount(s), if any, specified in the PRICE AND FINANCING paragraph.
H. The masculine includes the feminine and the singular includes the plural.
I. "Possession Date" - See POSSESSION DATE paragraph.
J. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

27. MISCELLANEOUS This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals. Typewritten or handwritten provisions included in this Contract will control all pre-printed provisions that are in conflict.

28. VOID CONTRACT If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a release directing that the Deposit be refunded in full to Purchaser according to the terms of the DEPOSIT paragraph.

29. HOME WARRANTY ☐ Yes OR ☒ No
Home Warranty Policy paid for and provided at Settlement by: ☐ Purchaser or ☐ Seller.
Cost not to exceed $ ______________. Warranty provider to be ______________________.

30. **TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.**

31. ENTIRE AGREEMENT This Contract will be binding upon the parties and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

32. ELECTRONIC SIGNATURES **In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Contract. The parties hereby agree that either party may sign electronically by utilizing a digital signature service.**

Seller: ______/______ Purchaser: ______

SELLER:

11/12/12 / [signature]
Date Signature
RICHARD J. HINDIN

______/______________
Date Signature

PURCHASER:

8 Nov 12 / [signature]
Date Signature
POTOMAC CBR, LLC

8 Nov 12 / [signature]
Date Signature

Date of Ratification (see DEFINITIONS)

____

****

For information purposes only:

Listing Company's Name and Address:	Selling Company's Name and Address:
Long and Foster Real Estate	TTR Sotheby's International Realty
Office # ________ FAX # ________	Office # ________ FAX # ________
MRIS Broker Code and Office ID ________	MRIS Broker Code and Office ID ________
Agent Name DAN LAYTHAM	Agent Name MARK LOWHAM
________ Real Estate License Number & Jurisdiction	0225-199817 Real Estate License Number & Jurisdiction
Agent MRIS ID# ________	Agent MRIS ID# ________
Team Leader/Agent ________	Team Leader/Agent ________
Agent Email Address ________	Agent Email Address ________

REALTOR®

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EQUAL HOUSING OPPORTUNITY

TTR | Sotheby's INTERNATIONAL REALTY

SALES CONTRACT CONTINGENCIES/CLAUSES ADDENDUM

This Addendum is made on November 8, 2012 to a sales contract ("Contract") dated November 8, 2012 between POTOMAC CBR, LLC ("Purchaser") and RICHARD J. HINDIN ("Seller") for the purchase and sale of the property ("Property"): 407 Chain Bridge Road, Arlington, VA 22207

The following provisions if initialed by the parties are incorporated into and made a part of this Contract:

1. **CONTINGENCIES**

A. **SALE OF THE PURCHASER'S PROPERTY AND KICK-OUT** This Contract is contingent until 9 p.m. ________ Days after the Date of Ratification ("Deadline") upon the sale of the Purchaser's property located at ____

("Purchaser's Property"). If the Purchaser does not satisfy, amend or remove this contingency by the Deadline pursuant to sub-paragraph 3 below, this Contract will become void.

1) The Seller may continue to offer the Property for sale and accept bona fide back-up offers to this Contract until this contingency is satisfied or removed. If a back-up offer is accepted, the Seller will Deliver Notice to Purchaser requiring that this contingency be removed or satisfied pursuant to sub-paragraph 3 below not later than 9 p.m. ________ Days after the Delivery of the Notice or this Contract will become void. If the Purchaser fails to satisfy or remove the contingency by the Deadline this Contract will become void.

2) The Purchaser's Property will be listed exclusively and actively marketed by a licensed real estate broker and entered into a multiple listing service within ________ Days after the Date of Ratification at a price not to exceed $ ________________.

3) The Purchaser may:

a. Satisfy this contingency by Delivering to the Seller a copy of the ratified contract for the sale of the Purchaser's Property with evidence that all contingencies, other than financing and appraisal, have been removed or waived by the contingency Deadline **OR**

b. Remove this contingency by Delivering to the Seller (1) a letter from the lender stating that the financing is not contingent in any manner upon the sale and settlement of any real estate or obtaining a lease of any real estate and that the Purchaser has sufficient funds available for the down payment and closing costs necessary to complete Settlement; OR (2) Evidence of sufficient funds available to complete Settlement without obtaining financing.

Tutt Taylor & Rankin Sothebys Int Realty - TTRSIR - Georgetown 1206 30th St., NW Washington, DC 20007
Phone: 703-966-6949 Fax: 202-333-9396 Mark Lowham 407 Chain Brid

4) If the Purchaser satisfies the requirements of subparagraph 3.a. above, this Contract will remain contingent upon the settlement of the sale of the Purchaser's Property. This paragraph will survive the satisfaction of the contingency for the sale of the Purchaser's Property. Settlement (under this Contract) may not be delayed more than _________ Days after the Settlement Date (specified in this Contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Purchaser's Property becomes void, the Purchaser will immediately Deliver Notice to the Seller together with evidence of such voiding, at which time either the Seller or the Purchaser may declare this Contract void by Delivering Notice to the other party.

B. **SETTLEMENT OF PURCHASER'S PROPERTY** Settlement of this Contract is contingent upon the settlement of the contract for the sale of the Purchaser's property located at ____________________ ("Purchaser's Property"). Settlement (under this Contract) may not be delayed more than _________ Days after the Settlement Date (specified in this Contract) without the parties' written consent. Seller ☐ will OR ☐ will not accept an assignment of funds. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Purchaser's Property becomes void, the Purchaser will immediately Deliver Notice to the Seller together with evidence of such voiding, at which time either the Seller or the Purchaser may declare this Contract void by Delivering Notice to the other party.

C. **CONTINGENT ON THE SELLER PURCHASING ANOTHER HOME** This Contract is contingent until 9 p.m. _________ Days after the Date of Ratification ("Deadline") to allow the Seller to obtain a ratified contract to purchase another home. This contingency will terminate at the Deadline and this Contract will remain in full force and effect unless the Seller delivers Notice, prior to the Deadline, to the Purchaser that this Contract is void.

D. **GENERAL** This Contract is contingent until 9 p.m. 30 Days after the Date of Ratification ("Deadline") upon: - This Contract is contingent for 30 Days after the Satisfaction Date (as defined in the Addendum hereto)for a feasibilty study period. During such period, Purchaser, may elect to terminate this Contract and receive the return of the Deposit.
- This Contract is contingent on the successful settlements of both 405 & 407 Chain Bridge Road, Arlington, VA 22207 (Tax ID(405):03-001-005,(407):03-001-004)on the Settlement Date. If either property is unable to settle on the Settlement Date for any reason other than default by Purchaser, Purchaser can at its sole discretion and option terminate this Contract by providing written notice to Seller and receive the return of the Deposit.

2. **CLAUSES**

A. **BACK-UP CONTRACT** This Contract is first back-up to another contract dated ______________ between the Seller and ______________________________ as the Purchaser.

This Contract becomes the primary Contract immediately upon Notice from the Seller that the other contract is void. All Deadlines contained in this Contract shall be measured from ☐ the Date of Ratification OR ☐ the date this Contract becomes primary. Additionally, the date of Settlement will be ________ Days after the date this Contract becomes primary. The Purchaser may void this back-up Contract at any time by Delivering Notice to the Seller prior to Delivery of Notice from the Seller that this Contract has become the primary Contract. If the other contract settles, this Contract will become void. The rights and obligations of the parties under the primary contract are superior to the rights and obligations of the parties to this back-up Contract.

B. **"AS IS" PROPERTY CONDITION** The following terms in this Contract are hereby amended (check all that apply):

☐ All clauses pertaining to delivery of the Property free and clear of trash and debris and broom clean are deleted

☐ Purchaser assumes responsibility for compliance with all laws and regulations regarding smoke detectors

☐ All clauses pertaining to termites and wood-destroying insects are deleted

☐ All clauses pertaining to Seller's compliance with all orders or notices of violation of any county or local authority are deleted

☐ All requirements for Seller to comply with Property Owner's or Condominium Owner's Associations notices of violations related to the physical condition of the Property are deleted

C. **POST-SETTLEMENT OCCUPANCY OPTION** Purchaser will allow the Seller to occupy the Property for up to ____________ Days after Settlement. Seller must provide to the Purchaser a completed Post-Settlement Occupancy Agreement with dates and terms ________ Days before the Settlement Date or this option expires. The Seller shall be responsible for:

☐ the carrying costs of Purchaser (defined as Principal, Interest, Taxes and any Mortgage Insurance of the Specified Financing and the Hazard Insurance, HOA or Condo fees, if applicable, pro-rated accordingly) as calculated by the Settlement Agent at Settlement; OR

☐ $ ________________ per day; OR

☐ a flat fee in the amount of $ ______________.

The Security Deposit of $ ________________ will be held by ______________________
____

D. UNREPRESENTED SELLER OR BUILDER AND PURCHASER'S BROKER Upon Seller's irrevocable instruction, it is understood and agreed by all Parties that ______________________ (Selling Agent's name) of ______________________ (Selling Agent's firm) is acting as an agent solely representing the Purchaser in this transaction ("Purchaser's Broker"). The Seller agrees to pay the Purchaser's Broker a payment of $ __________ ☐ in cash OR ☐ ________ % of the total sales price. The Settlement Agent is hereby irrevocably directed to deduct Purchaser's Broker fee from the Seller's proceeds of the sale at Settlement. The Parties acknowledge that the Purchaser's Broker relationship was disclosed to the Seller and/or Seller's agent prior to showing the Property to the Purchaser.

E. 1031 EXCHANGE (BUYER) This Property is being acquired to complete an IRC Section 1031 tax-deferred exchange pursuant to an exchange agreement. This Settlement will be coordinated with ______________________, Intermediary, who shall instruct Seller as to the manner Property shall be conveyed to Purchaser. There shall be no additional expense to Seller as a result of the exchange and Seller shall cooperate with Purchaser and Intermediary in the completion of the exchange.

F. 1031 EXCHANGE (SELLER) Seller and Purchaser agree to transfer the Property by utilizing an IRC Section 1031 tax-deferred exchange. Purchaser agrees to cooperate with Seller, at no expense or liability to Purchaser, in the completion of the exchange, including execution of all necessary documents, the intention of the parties being that the Seller utilizes Section 1031 to defer taxes by acquiring like-kind real estate through an exchange agreement established at Settlement. The parties will execute all necessary documents as determined by Intermediary at Settlement, which documents are prepared at Seller's expense.

Except as modified by this Addendum, all of the terms and provisions of this Contract are hereby expressly ratified and confirmed and will remain in full force and effect.

SELLER:		PURCHASER:	
11/12/12	[signature]	8 Nov 12	[signature]
Date	Signature	Date	Signature
	RICHARD J. HINDIN		POTOMAC CBR, LLC
		8 Nov 12	[signature]
Date	Signature	Date	Signature

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VIRGINIA JURISDICTIONAL ADDENDUM

This Addendum is made on November 8, 2012, to a Sales Contract ("Contract") dated November 8, 2012 between POTOMAC CBR, LLC ("Purchaser") whose address is: ______

and RICHARD J. HINDIN ("Seller") whose address is: ______

for the purchase and sale of the Property: 407 Chain Bridge Road, Arlington, VA 22207.

1. **DELIVERY The requirements for delivery of property or condominium owner's association documents are specified in the Virginia Property Owners' Association Act and/or Virginia Condominium Act paragraphs of this addendum. Delivery of the Notice pursuant to the Residential Property Disclosure Act is addressed in Paragraph 4.**

Delivery ("Delivery", "delivery", or "delivered") methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile or email transmission. The parties agree that Delivery will be deemed to have occurred: on the day delivered by hand, on the day delivered by a professional courier service (including overnight delivery service), or by United States mail, return receipt requested, or on the day sent by facsimile or email transmission, either of which produces a tangible record of the transmission.

Deliveries will be sent to the following:

A. Addressed to Seller **at the Property address unless otherwise specified below:**

By United States mail, hand delivery or courier service at ______ OR

By facsimile to Seller at ______ OR

By email to Seller at ______.

B. Addressed to Purchaser:

By United States mail, hand delivery or courier service at 1206 30th Street NW, Washington DC 20007 OR

By facsimile to Purchaser at ______ OR

By email to Purchaser at mlowham@ttrsir.com.

COURTESY COPIES: Copies of any addenda, amendments, or Notices required by the Contract will also be provided as a courtesy to the Brokers at the following fax/mailing address/email address. The parties agree that such courtesy copies sent to the Broker will NOT constitute Delivery and that if a Broker is specified in A or B above then there is no need to Deliver the courtesy copy. This paragraph does not require items to be sent to the Broker twice.

Listing Company: Long and Foster Realtors

Selling Company: TTR Sotheby's International Realty

No party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

2. **NOTICES** Notice ("Notice", "notice", or "notify") means a unilateral communication from one party to another. All Notices required under this Contract will be in writing and will be effective as of Delivery. For the purposes of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. Written acknowledgment of receipt of Notice is a courtesy but is not a requirement.

3. **FINANCING** If this Contract is contingent upon financing, then the applicable Financing Addendum must be attached.

4. **VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT** The Virginia Residential Property Disclosure Act requires Seller to deliver a disclosure statement prior to the acceptance of this Contract unless the transfer of the Property is exempt. The law requires Seller, on a disclosure statement provided by the Real Estate Board, to state that Seller makes no representations or warranties concerning the physical condition of the Property and to sell the Property "as is", except as otherwise provided in this Contract.

If the disclosure statement is delivered to the Purchaser after the Date of Ratification, the Purchaser's sole remedy shall be to terminate the Contract at or prior to the earliest of (i) 3 days after delivery of the disclosure statement in person; (ii) 5 days after the postmark if the disclosure statement is sent by United States mail, postage prepaid, and properly addressed to the Purchaser; (iii) settlement upon purchase of the Property; (iv) occupancy of the Property by the Purchaser; (v) the Purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan; or (vi) the execution by the Purchaser after receiving the disclosure statement of a written waiver of the Purchaser's right of termination separate from the Contract.

Written Notice of termination may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by Seller in the "Delivery" paragraph of this Addendum, provided that Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service; (iv) overnight delivery using a commercial service or the United States Postal Service.

Any such termination shall be without penalty to the Purchaser, and any deposit shall be promptly returned to the Purchaser.

5. **SMOKE DETECTORS** Seller shall deliver the Property with smoke detectors installed and functioning in accordance with the laws and regulations of the applicable jurisdiction.

6. **TARGET LEAD-BASED PAINT HOUSING** Seller represents that any residential dwellings at the Property ☒ were **OR** ☐ were not constructed before 1978. If the dwellings were constructed before 1978, unless exempt under 42 U.S.C. 4852d, the property is considered "target housing" under the statute and a copy of the "Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been attached and made a part of the Contract as required by law. Purchaser ☒ Yes **OR** ☐ No waives the right to a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. If No, a copy of the "Sales Contract Addendum for Lead-Based Paint Testing" is attached to establish the conditions for a lead-based paint risk assessment or inspections.

7. **VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT** Seller represents that the Property ☐ is **OR** ☒ is not located within a development that is subject to the Virginia Property Owner's Association Act ("POA Act"). The POA Act requires the Seller of a property within such a development to obtain an Association Disclosure Packet from the property owners' association and provide it to Purchaser. The information in the Association Disclosure Packet shall be current as of a date specified on the Association Disclosure Packet. For delivery of the Packet or the Notice of non-availability of the Packet, Purchaser chooses the following method: ☐ hardcopy **OR** ☐ electronic at the following address: ______________________________

____

____.

Purchaser may cancel the contract (a) within 3 days of the Date of Ratification if Purchaser receives the Association Disclosure Packet on or before the Date of Ratification, (b) within 3 days after receiving the Association Disclosure Packet by hand delivery, (c) within 3 days after receiving the Association Disclosure Packet electronically with a receipt to sender, or (d) within 6 days after the postmark date if the Association Disclosure Packet is mailed to Purchaser.

If the Association Disclosure Packet is not available, Purchaser may cancel the contract (a) within 3 days of the Date of Ratification if Purchaser receives notification that the Association Disclosure Packet will not be available on or before the Date of Ratification, (b) within 3 days after receiving notification that the Association Disclosure Packet will not be available by hand-delivery or electronic means, or (c) within 6 days after the postmark date of the mailed notification.

Purchaser may also cancel this Contract at any time prior to Settlement if Purchaser has not been notified that the Association Disclosure Packet will not be available and the Association Disclosure Packet is not delivered to Purchaser.

Written Notice of cancellation may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by Seller in the "Delivery" paragraph of this Addendum, provided that Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by Purchaser, or (iv) by overnight delivery using a commercial service or the United States Postal Service.

Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel the contract under the Virginia Property Owners' Association Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and the Deposit shall be refunded in full to Purchaser.

Purchaser, at Purchaser's expense, shall have the right to request that the association provide an update of the Association Disclosure Packet previously furnished, along with the assurance that there has been no material change, or if there have been material changes, a statement specifying such changes.

The right to receive the Association Disclosure Packet and to cancel this Contract terminates at Settlement.

8. VIRGINIA CONDOMINIUM ACT Seller represents that the Property ☐ is **OR** ☒ is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act which requires Seller to obtain from the condominium unit owners' association ("Unit Owners' Association") certain financial and other disclosures ("Resale Certificate") and provide it to Purchaser. If the required disclosures are not available on the Date of Ratification, Seller shall promptly request them from the Unit Owners' Association and provide them to Purchaser who shall acknowledge receipt in writing upon Delivery. The information contained in the Resale Certificate shall be current as of a date specified on the Resale Certificate. For delivery of the Certificate, Purchaser chooses the following method: ☐ hardcopy **OR** ☐ electronic at the following address: ____

____

____.

Purchaser may cancel this Contract: (a) within 3 Days after the Contract Date, if Purchaser receives the Resale Certificate on or before the Date of Ratification; (b) within 3 Days after receiving the Resale Certificate if the Resale Certificate is delivered by hand or electronically with a receipt to sender; or (c) within 6 Days after the postmark date if the Resale Certificate is sent to Purchaser by United States mail, return receipt requested.

After receiving the Resale Certificate from Seller, Purchaser, at Purchaser's expense, may submit a copy of the Contract to the Unit Owners' Association along with a request for assurance from the Association that the information submitted in the Resale Certificate remains materially unchanged, or if there have been material changes, a statement specifying such changes.

Written Notice of cancellation may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by Seller in the "Delivery" paragraph of this Addendum, provided that Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by Purchaser, or (iv) by overnight delivery using a commercial service or the United States Postal Service.

Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel the Contract under the Virginia Condominium Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and the Deposit shall be refunded in full to Purchaser.

The right to receive the Resale Certificate and to cancel this Contract terminates at Settlement.

9. NOTICE TO PURCHASER REGARDING THE REAL ESTATE SETTLEMENT AGENTS ACT ("RESAA")
Choice of Settlement Agent: You have the right to select a Settlement agent to handle the closing of this transaction. The Settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the Settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No Settlement agent can provide legal advice to any party to the transaction except a Settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.
Variation by agreement: The provisions of the Real Estate Settlement Agents Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.
Escrow, closing and Settlement service guidelines: The Virginia State Bar issues guidelines to help Settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, Settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your Settlement agent, upon request, in accordance with the provisions of the Real Estate Settlement Agents Act.

Purchaser wishes to employ To Be Determined ("Settlement Agent"). Purchaser agrees to contact the Settlement Agent within 10 Days of the Date of Ratification to schedule Settlement. Settlement Agent shall order the title exam and survey if required.

10. NOTICE OF POSSIBLE FILING OF MECHANICS' LIEN Code of Virginia Section 43-1 et seq. permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 Days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 Days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

11. ADDITIONAL FEES Grantors tax shall be paid by Seller. Purchaser shall pay recording charges for the Deed and any purchase money trusts.

12. ARBITRATION Nothing in this Contract shall preclude arbitration under the Code of Ethics and Standards of Practice of the National Association of REALTORS®.

13. REAL ESTATE LICENSED PARTIES The parties acknowledge that ______________________ is an ☐ active or ☐ inactive licensed real estate agent in ☐ DC ☐ MD ☐ VA ☐ WV ☐ Other and is either the ☐ Purchaser or ☐ Seller OR ☐ is related to one of the parties in this transaction.

14. ADDITIONS The following forms, if ratified and attached, are made a part of this Contract. (This list is not all inclusive of addenda that may need to be attached).

☐ Yes	☒ No	Lead Based Paint Inspection Contingency			
☐ Yes	☒ No	Home Inspection/Radon Testing Contingency			
☒ Yes	☐ No	Contingency and Clauses	☐ Yes	☒ No	Well and Septic Contingency
☐ Yes	☒ No	Pre-Settlement Occupancy	☐ Yes	☒ No	Post-Settlement Occupancy
☒ Yes	☐ No	Residential Property Disclosure	☒ Yes	☐ No	Lead Based Paint Disclosure
☐ Yes	☒ No	FHA Home Inspection Notice	☐ Yes	☒ No	FHA Financing
☐ Yes	☒ No	Conventional Financing	☐ Yes	☒ No	VA Financing
☒ Yes	☐ No	Other (specify): 30-day feasibility study period; Addendum			

15. OTHER TERMS

12

THIS OFFER EXPIRES ON [redacted], NOVEMBER [redacted], 2012 AT 12:00 PM

SELLER:

11/12/12 / [signature]
Date / Signature
RICHARD J. HINDIN

Date / Signature

PURCHASER:

7 Nov 12 / [signature]
Date / Signature
POTOMAC CBR, LLC

7 Nov 12 / [signature]
Date / Signature

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REALTOR®

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MEGAN'S LAW DISCLOSURE

Tenant(s)/Purchaser(s) should exercise whatever due diligence Tenant(s)/Purchaser(s) deems necessary with respect to information on sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or www.sex-offender.vsp.virginia.gov/sor.

The Tenant(s)/Purchaser(s) acknowledge receipt of a copy of this disclosure statement.

TENANT/PURCHASER:

Date	Signature	Date	Signature
	POTOMAC CBR, LLC	7 Nov 12	
Date	Signature	Date	Signature
		7 Nov 12	

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DISCLOSURE OF BROKERAGE RELATIONSHIP FOR UNREPRESENTED PARTY(IES)

The undersigned unrepresented party(ies) do hereby acknowledge disclosure that the licensee MARK LOWHAM (Broker or Salesperson) associated with TTR SOTHEBY'S INTERNATIONAL REALTY (Brokerage Firm) represents only the following party in a real estate transaction for the sale of 407 Chain Bridge Road, Arlington, VA 22207 (Property):

☐ Seller(s) OR ☐ Landlord(s)
☒ Buyer(s) OR ☐ Tenant(s)

SELLER/LANDLORD	BUYER/TENANT
RICHARD J. HINDIN Print Name	POTOMAC CBR, LLC Print Name
11/12/12 [signature] Date Signature	7 Nov 12 [signature] Date Signature

SELLER/LANDLORD	BUYER/TENANT
Print Name	Print Name
Date Signature	7 Nov 12 [signature] Date Signature

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Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
SALES

For the sale of Property at: 407 Chain Bridge Road Arlington, VA 22207
Property Address

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY THAT (each Seller initial ONE of the following and state Year Constructed):

___ ___ Property (all portions) was constructed after January 1, 1978 (If initialed, complete section V only.) Year Constructed: 1953

___ ___ Property (any portion) was constructed before January 1, 1978 (If initialed, complete all sections.)

___ ___ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (*initial* and complete (i) or (ii) below):

(i) ___ ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) ___ ___ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

b. Records and reports available to the Seller (*initial* and complete (i) or (ii) below):

(i) ___ ___ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ___ ___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

X III. Purchaser's Acknowledgment (each Purchaser *initial* and complete items c, d, e and f below)

c. ___ ___ Purchaser has read the Lead Warning Statement above.

d. ___ ___ Purchaser has received copies of all information listed above. ☐ (If none listed, check here.)

e. ___ ___ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*

f. Purchaser has (each Purchaser *initial* (i) or (ii) below)

(i) ___ ___ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) ___ ___ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (*initial* item 'g' below)

g. ___ ___ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance

V. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date 11/10/10	Purchaser	Date
Seller	Date 11-19-10	Purchaser	Date
Agent	Date	Agent	Date

LF039
7/04

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

(VIRGINIA)

NOTICE TO SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish this form to the purchaser and to refer the purchaser to a Virginia Real Estate Board website for additional information.
Certain transfers of residential property are excluded from this requirement (see § 55-518).

Property Address/Legal 407 Chain Bridge Road Arlington, VA 22207
Description: Lot 2B Richard J. Hindin Property

The owner makes no representations with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page. The purchaser is advised to consult the website (http://www.dpor.virginia.gov/dporweb/reb_consumer.cfm) for important information about the real property.

The undersigned owner(s) represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the real property described above of which the owner has been notified in writing by the locality, nor any pending violation of the local zoning ordinance which the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as disclosed on this statement.

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of rights and obligations under the Virginia Residential Property Disclosure Act.

[signature] 7/1/11
Owner Date

[signature]
Owner Date

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

X [signature]
Purchaser Date

[signature]
Purchaser Date

ADDENDUM TO REGIONAL SALES CONTRACT

(407 Chain Bridge Road)

This Addendum to Regional Sales Contract (this "**Addendum**") is made as of November __, 2012 by and between Richard J. Hindin ("**Seller**") and Potomac CBR, LLC ("**Purchaser**").

RECITALS

A. Purchaser and Seller are entering into a Regional Sales Contract dated as of even date herewith (the "**Contract**") for the purchase of the Property (capitalized terms as used herein, unless otherwise defined, having the meanings set forth in the Contract) and a second Regional Sales Contract of even date herewith for the purchase of the adjacent parcel located at 405 Chain Bridge Road, McLean, Virginia (the "**Adjacent Parcel**").

B. Seller and Purchaser desire to enter into this Addendum in order to amend the Contract as hereinafter set forth.

C. On November 27, 2009, Seller filed a voluntary petition under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Eastern District of Virginia (the "**Bankruptcy Court**"), Case No. 09-19741-BFK (the "**Bankruptcy Case**").

D. By order dated September 19, 2011, the Bankruptcy Court confirmed Seller's Third Amended Modified Chapter 11 Plan (the "**Plan**"). The Plan provides for the sale of the Property and the Adjacent Parcel.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. In consideration of Purchaser conducting its due diligence and entering into this Agreement, which serves as a base by which other offers may be measured and is subject to higher and better offers by other persons seeking to acquire the Property (the "**Competing Bidders**"), by way of a bidding process, (a) if Purchaser is not the successful bidder for this Property and the Adjacent Parcel, (b) the Bankruptcy Court enters an order approving the sale, lease or other disposition of any or all of the Property or Adjacent Parcel to a person other than Purchaser, or (c) within six months after the date of any termination of the Contract, the Property or Adjacent Parcel shall be sold, leased or otherwise disposed of to a person other than Purchaser, then Seller shall immediately pay Purchaser a "**Breakup Fee**" in the amount of $50,000. The Breakup Fee shall be paid in cash at closing directly from the proceeds paid by the successful Competing Bidder or other person acquiring or leasing the Property or Adjacent Parcel. The Bankruptcy Court order approving the sale, lease or other disposition to a Competing Bidder or other person shall include a provision for payment of the Breakup Fee to the Purchaser. Seller agrees that in the event Purchaser becomes entitled to the Breakup Fee, Purchaser shall have an allowed administrative expense claim, under Sections 503(b) and 507 of the Bankruptcy Code, in the amount of $50,000.

Initials: Seller ______/Purchaser ______

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2. Seller agrees that he will not consider an offer made by a Competing Bidder to be higher or better than the terms of this Contract unless the following conditions are met: (i) the Competing Bidder shall have delivered to the Seller a deposit in an amount no less than 5% of the consideration included in such competing bid; (ii) the aggregate cash consideration included in any competing bid(s) exceeds the Sales Price herein by at least $100,000 (the "**Minimum Overbid**"); and (iii) the competing bid is in writing and on terms and conditions no less favorable than those contained herein.

3. Seller shall use good faith efforts to file and prosecute a motion for approval by the Bankruptcy Court of the transactions contemplated herein (including the Breakup Fee and Minimum Overbid) within 3 business days after execution and delivery of the Contract.

4. In addition to the conditions set forth in the Contract, the following shall constitute a condition to Settlement under the Contract: entry of a final unstayed order(s) of the Bankruptcy Court by no later than December 4, 2012, in form and substance acceptable to Purchaser, approving this Contract (including the Breakup Fee and Minimum Overbid) and the contract for the sale of the Adjacent Parcel to Purchaser free and clear of any and all interests, liens, claims and encumbrances and exempt from all state and local transfer or similar taxes, the Breakup Fee and the Minimum Overbid, and authorizing and directing the Seller to settle the transactions contemplated herein and in the contract for the sale of the Adjacent Parcel. The date on which the forgoing condition is satisfied shall be referred to as the "**Satisfaction Date.**" If this condition is not timely satisfied, in addition to its other rights and remedies, Purchaser shall have the right to terminate the Contract and the contract for the sale of the Adjacent Parcel and shall be entitled to the immediate return of Purchaser's Deposit under both agreements.

5. The parties agree that TIME IS OF THE ESSENCE with respect to all time periods provided herein, including, without limitation, the Settlement Date.

6. This Addendum may be executed in counterpart copies, each complete set of which taken together shall constitute one Addendum binding on all parties notwithstanding that all the parties are not signatories to the same counterpart page.

7. As amended hereby, the Contract is hereby ratified and confirmed for all purposes and in all respects.

Initials: Seller ______/Purchaser ______

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IN WITNESS WHEREOF, the undersigned parties have executed this Addendum on the day and year noted below for each and the date of this Addendum shall be the latest date on which Purchaser and Seller have executed this Addendum.

SELLER:

____

Richard J. Hindin

Date: November 12 2012

PURCHASER:

POTOMAC CBR, LLC

By: ____________________________

Name: __________________________

Title: ___________________________

Date: November 7, 2012